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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re: **Cunningham, Donyeal**

5601 Paradise Drive

Midlothian, TX 76065

xxx-xx-1276

*

Case No.: 24-42896-13

*

Date 08/15/2024

Cunningham, Floretta

5601 Paradise Drive

Midlothian, TX 76065

xxx-xx-5106

*

Chapter 13

*

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Debtor(s)

**AMENDED
DEBTOR'S(S) CHAPTER 13 PLAN
(CONTAINING A MOTION FOR VALUATION)**

DISCLOSURES

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☐ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☒ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this Plan shall be as defined in the "General Order 2021-05, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: \$2,696.46

Value of Non-exempt property per § 1325(a)(4): \$5,205.96

Plan Term: 60 months

Monthly Disposable Income per § 1325(b)(2): \$1,808.98

Plan Base: \$161,787.60

Monthly Disposable Income x ACP ("UCP"): \$108,538.80

Applicable Commitment Period: 60 months

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

Case No.: 24-42896-13

ANY OBJECTION TO CONFIRMATION OF THE CHAPTER 13 PLAN AND/OR MOTION FOR VALUATION MUST BE FILED AND SERVED ON THE DEBTOR, DEBTOR'S COUNSEL, AND THE TRUSTEE NO LATER THAN 21 DAYS AFTER THE NOTICE OF THE CONFIRMATION HEARING IS FILED AND SERVED IN THE FORT WORTH DIVISION, AND NO LATER THAN 7 DAYS PRIOR TO THE TRUSTEE'S PRE-HEARING CONFERENCE IN THE ABILENE, AMARILLO, DALLAS, LUBBOCK, SAN ANGELO AND WICHITA FALLS DIVISIONS.

MOTION FOR VALUATION

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim.

**SECTION I
DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS
FORM REVISED 5/12/21**

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$2,696.46 per month, months 1 to 60.

For a total of \$161,787.60 (estimated "*Base Amount*").

First payment is due 09/15/2024.

The applicable commitment period ("ACP") is 60 months.

Monthly Disposable Income ("DI") calculated by *Debtor(s)* per §1325(b)(2) is: \$1,808.98

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the *Debtor(s)*, shall be no less than:
\$108,538.80.

Debtor's(s') equity in non-exempt property, as estimated by *Debtor(s)* per §1325(a)(4), shall be no less than: \$5,205.96

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

- CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are _____ and shall be paid in full prior to disbursements to any other creditor.
- STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2021-05 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
- DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Prepetition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS___TO___)	<u>TREATMENT</u> \$_____ PER MO.

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

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C. **ATTORNEY FEES:** To Norred Law, PLLC, total: \$4,250.00 *;
\$1,500.00 Pre-petition; \$2,750.00 disbursed by the *Trustee*.

* The Attorney fees include (check all appropriate boxes):

- ☐ Standard Fee ☐ Business Standard Fee
☐ Additional Fee for Motion to Extend/Impose the Automatic Stay
☐ Additional Fee for Case in which Debtor will receive F.R.Bank.P Rule 3002.1 notices

D.(1) (1) PRE-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>SCHED. ARR. AMT</u>	<u>DATE ARR. THROUGH</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS__TO__)	<u>TREATMENT</u>

D.(2) (2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

<u>MORTGAGEE</u>	<u># OF PAYMENTS PAID BY TRUSTEE</u>	<u>CURRENT POST-PETITION MORTGAGE PAYMENT AMOUNT</u>	<u>FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)</u>

D.(3) POST-PETITION MORTGAGE ARREARAGE:

<u>MORTGAGEE</u>	<u>TOTAL AMT</u>	<u>DUE DATE(S) (MM-DD-YY)</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS__TO__)	<u>TREATMENT</u>

E.(1) SECURED CREDITORS-PAID BY THE TRUSTEE:

A.

<u>CREDITOR / COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>VALUE</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS__TO__)	<u>TREATMENT</u> Per Mo

B.

<u>CREDITOR / COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>VALUE</u>	<u>%</u>	<u>TREATMENT</u> Pro-rata
FTWCCU 2020 GMC Acadia DENALI	\$26,550.36	\$15,375.00	6.00%	Pro-Rata
INFINITI FINANCE 2019 INFINITI Q50 3.0	\$21,735.07	\$13,500.00	6.00%	Pro-Rata

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the *Debtor(s)* retain(s) the right to surrender the *Collateral* to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

A.

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

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<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> (MONTHS___TO___)	<u>TREATMENT</u> Per Mo
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B.

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT.</u>	<u>%</u>	<u>TREATMENT</u> Pro-rata
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The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT</u>	<u>VALUE</u>	<u>TREATMENT</u>
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Upon confirmation, pursuant to 11 U.S.C. § 1322 (b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F. will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the Trustee or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS-PAID DIRECT BY DEBTOR:

<u>CREDITOR</u>	<u>COLLATERAL</u>	<u>SCHED. AMT</u>
Freedom Mortgage	LOT 1 BLK 18 THE ROSEBUD SECT 4 0.269 AC 5601 Paradise Drive Midlothian, TX 76065	\$305,688.77
Shellpoint (Home Equity Loan)	LOT 1 BLK 18 THE ROSEBUD SECT 4 0.269 AC 5601 Paradise Drive Midlothian, TX 76065	\$92,069.00

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>TERM (APPROXIMATE)</u> (MONTHS___TO___)	<u>TREATMENT</u>
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I. SPECIAL CLASS:

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

Case No.: 24-42896-13

<u>CREDITOR</u>	<u>SCHED. AMT.</u>	<u>TERM (APPROXIMATE)</u> (MONTHS___TO___)	<u>TREATMENT</u>

JUSTIFICATION:

J. UNSECURED CREDITORS:

<u>CREDITOR</u>	<u>SCHED. AMT</u>	<u>COMMENT</u>
AAFES	\$1,900.00	
ACHIEVE LOAN	\$22,866.71	
Amex	\$927.00	
Amex	\$0.00	
AMEX	\$7,474.35	
AMEX	\$927.00	
APPLE CARD GOLDMAN SACHS BANK USA	\$5,598.13	
APPLE CARD GOLDMAN SACHS BANK USA	\$3,945.17	
Capital one	\$3,102.10	
Capital One	\$1,744.47	
Capital One	\$0.00	
Citi Bank/Shell	\$0.00	
CITIBANK HOME DEPOT	\$2,469.88	
Citibank/Exxon Mobile	\$0.00	
Citibank/Shell Oil	\$0.00	
Citibank/The Home Depot	\$0.00	
Citicard	\$0.00	
Comenity Bank/Dress Barn	\$0.00	
Comenity Bank/Victoria Secret	\$0.00	
Comenity Bk/Ulta	\$0.00	
COMENITY/ SMILE GENERATION	\$1,141.90	
Comenity/MPRC	\$0.00	
Comenity/zlotit	\$0.00	
Comenitybank/New York	\$0.00	
DISCOVER	\$5,737.51	
Freedom Financial Asset Management, LLC.	\$0.00	

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

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<u>CREDITOR</u>	<u>SCHED. AMT</u>	<u>COMMENT</u>
FreedomPlus	\$22,617.00	
FTWCCU	\$11,175.36	(Unsecured portion of the secured debt)
Goldman Sachs Bank USA	\$5,728.00	
Goldman Sachs Bank USA	\$4,044.00	
HILTON GRAND VACATION	\$22,360.97	
HILTON GRAND VACATION	\$1,657.14	
INFINITI FINANCE	\$8,235.07	(Unsecured portion of the secured debt)
Jpmcb	\$0.00	
Kohl's	\$0.00	
MILITARY STAR	\$1,899.86	
NAVY FEDERAL CREDIT UNION	\$11,037.43	
NAVY FEDERAL CREDIT UNION	\$9,960.57	
NAVY FEDERAL CREDIT UNION	\$15,718.05	
NMAC	\$0.00	
Syncb/ccdstr	\$1,096.00	
Syncb/Pandora	\$0.00	
Syncb/Rooms To Go	\$0.00	
Syncb/Rooms To Go	\$0.00	
Synchrony Bank	\$0.00	
SYNCHRONY BANK/ AMAZON STORE CARD	\$467.72	
SYNCHRONY BANK/ DISCOUNT TIRE	\$1,096.72	
Synchrony Bank/Care Credit	\$0.00	
Synchrony Bank/Care Credit	\$0.00	
Synchrony Bank/HHGregg	\$815.00	
Synchrony Bank/JCPenney	\$0.00	
Synchrony Bank/JCPenney	\$0.00	
Synchrony Bank/Lowes	\$0.00	
SYNCHRONY BANK/LOWES	\$1,432.42	
Synchrony Bank/QVC	\$0.00	
Synchrony/American Eagle	\$0.00	
Synchrony/HSN	\$0.00	
U Lifestyle Collection	\$3,739.00	
U. S. BANK	\$1,049.36	

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

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<u>CREDITOR</u>	<u>SCHED. AMT</u>	<u>COMMENT</u>
UNLIMITED VACATION CLUB	\$18,900.00	
Upstart Finance	\$0.00	
US Bank/RMS	\$0.00	
Us Bk Cacs	\$1,049.00	
Us Bk Cacs	\$0.00	
USAA	\$1,988.79	
USAA Federal Savings Bank	\$0.00	
USAA Federal Savings Bank	\$0.00	
Wells Fargo Bank NA	\$0.00	
WELLS FARGO BANK/DILLARDS	\$372.72	
Wells Fargo Jewelry Advantage	\$0.00	
WESTGATE LAKES	\$1,790.40	

TOTAL SCHEDULED UNSECURED: \$206,064.80

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 54.70%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

<u>§ 365 PARTY</u>	<u>ASSUME/REJECT</u>	<u>CURE AMOUNT</u>	<u>TERM (APPROXIMATE) (MONTHS___TO___)</u>	<u>TREATMENT</u>
LV Tower 52 Condo	Reject	--		
Unlimited Vacation Club	Reject	--		
Westgate Lakes Resorts	Reject	--		

**SECTION II
DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS
FORM REVISED 5/12/21**

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the *Trustee* to pay the *Base Amount*.

**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S)
AND NOTICING FEES:**

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

Case No.: 24-42896-13

The Standard Fee or Business Standard Fee for the Debtor's(s') Counsel is the amount indicated in Section I, Part C and shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the **Debtor's(s')** Authorization for Adequate Protection Disbursements ("AAPD"), if filed. Additional Fees will be paid only after a Notice of Additional Fees and Rule 2016 Disclosure is filed with the Court to which there has been no timely objection or, if an objection is filed, after the entry of an Order by the Court allowing the Additional Fees.

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed prepetition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325 (a)(9) CLAIMS TO BE PAID BY THE TRUSTEE – NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

Case No.: 24-42896-13

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCHED. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, either per month or pro-rata (as indicated in Section I), as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section 1, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

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Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender or a Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the AAPD.

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s)* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST- CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s)* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s)* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan* or pursuant to an order of the Court. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

Case No.: 24-42896-13

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st – Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd – Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd – Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th – Attorney Fees in C, which must be designated to be paid pro-rata.

5th – Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th – Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th – Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th – Any Creditors listed in D.(1) if designated to be paid per mo.

9th – Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th – All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th – Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H., which must be designated to be paid as either pro-rata or per mo.

12th – Special Class in I, which must be designated to be paid per mo.

13th – Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th – Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th – Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th – Late filed claims by Unsecured Creditors in J, which must be designated to be paid prorata.

17th – Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

Debtor(s): Cunningham, Donyeal; Cunningham, Floretta

Case No.: **24-42896-13**

SECTION III

NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

I, the undersigned, hereby certify that the Plan contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Clayton L. Everett

Clayton L. Everett
Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's (s) Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Clayton L. Everett

Clayton L. Everett
Debtor's(s') Counsel

24065212

State Bar Number

/s/ Donyeal Cunningham

Donyeal Cunningham
Debtor

/s/ Floretta Cunningham

Floretta Cunningham
Joint Debtor

**United States Bankruptcy Court
Northern District Of Texas**

In re **Cunningham, Donyeal**
Cunningham, Floretta
Debtor(s)

Case No. **24-42896-13**
Chapter **13**

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that the foregoing Debtor's(s') **Chapter 13 Plan (Containing a Motion for Valuation)** was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **20th** day of **November**, 20 **24** :

(List each party served, specifying the name and address of each party)

Dated: **11/20/2024**

/s/ Clayton L. Everett

Clayton L. Everett
Debtor or Debtor's(s') Counsel
Bar Number: 24065212
Norred Law, PLLC
Norred Law, PLLC
515 E. Border
Arlington, TX 76010
Phone: (817) 704-3984
Email: clayton@norredlaw.com

AAFES
Attn: Bankruptcy
PO Box 650060
Dallas, TX 75265

ACHIEVE LOAN
P. O. BOX 2340
PHOENIX, AZ 85002-2340

Amex
PO Box 650448
Dallas, TX 75265

AMEX
P. O. BOX 981535
EL PASO, TX 79998-1535

AMEX
P.O. BOX 981535
EL PASO, TX 79998-1535

**APPLE CARD GOLDMAN SACHS BANK
USA**
LOCK BOX 6112, P. O. BOX 7247
PHILADELPHIA, PA 19170

**APPLE CARD GOLDMAN SACHS BANK
USA**
LOCKBOX 6112, P. O. BOX 7247
PHILADELPHIA, PA 19170

Attorney General
Main Justice Bldg, Room 5111
10th & Constitution Ave., N.W.
Washington, DC 20530

Brackett & Ellis
100 Main St.
Fort Worth, TX 76102

Capital one
P. O. BOX 31293
SALT LAKE CITY, UT 84131-1293

Capital One
P.O. BOX 31293
SALT LAKE CITY, UT 84131-1293

Capital One
PO Box 30281
Salt Lake City, UT 84130

Debtor **Cunningham, Donyeal; Cunningham, Floretta**

Case number **24-42896-13**

Citi Bank/Shell
Attn: Bankruptcy
PO Box 6500
Sioux Falls, SD 57117

CITIBANK HOME DEPOT
P. O. BOX 6497
SIOUX FALLS, SD 57117

Citibank/Exxon Mobile
Citicorp Cr Srvs/Centralized Bankruptcy
PO Box 790040
St Louis, MO 63179-0040

Citibank/Shell Oil
Citicorp Cr Srvs/Centralized Bankruptcy
PO Box 790040
St Louis, MO 63179-0040

Citibank/The Home Depot
Citicorp Cr Srvs/Centralized Bankruptcy
PO Box 790040
S Louis, MO 63129

Citicard
Citicorp Centralized Bankruptcy
PO Box 790040
St Louis, MO 63179-0040

Comenity Bank/Dress Barn
Attn: Bankruptcy
PO Box 182125
Columbus, OH 43218

Comenity Bank/Victoria Secret
Attn: Bankruptcy
PO Box 182125
Columbus, OH 43218-2125

Comenity Bk/Ulta
Attn: Bankruptcy Dept
PO Box 182125
Columbus, OH 43218

COMENITY/ SMILE GENERATION
P. O. BOX 182120
COLUMBUS, OH 43218

Comenity/MPRC
Attn: Bankruptcy
PO Box 182125
Columbus, OH 43218

Comenity/zlotlt
Attn: Bankruptcy
PO Box 182125
Columbus, OH 45318

Comenitybank/New York
Attn: Bankruptcy
PO Box 182125
Columbus, OH 43218

DISCOVER
P.O. BOX 30943
SALT LAKE CITY, UT 84130

Freedom Financial Asset Management, LLC.
Attn: Bankruptcy Attn: Bankruptcy
1875 South Grant Street , Suite 400
San Mateo, CA 94402

Freedom Mortgage
6500 International Parkway Suite 1800
Plano, TX 75093

FreedomPlus
Attn: Bankruptcy
PO Box 2340
Phoenix, AZ 85002-2340

FTWCCU
819 TAYLOR ST
FT WORTH, TX 76102

Goldman Sachs Bank USA
2001 Ross Avenue Suite 2800
Dallas, TX 75201

HILTON GRAND VACATION
6355 METRO WEST BLVD
ORLANDO, FL 32835

INFINITI FINANCE
P.O. BOX 660360
DALLAS, TX 75266-0360

INTERNATIONAL COLLECTION AGENCY
P. O. BOX 692715
ORLANDO, FL 32869-2715

IRS
Special Procedures-Insolvency
PO Box 7346
Philadelphia, PA 19101

Jpmcb
MailCode LA4-7100 700 Kansas Lane
Monroe, LA 71203

Kohl's
Attn: Credit Administrator
PO Box 3043
Milwaukee, WI 53201-3043

LGBS
100 Throckmorton St # 300
Fort Worth, TX 76102

LGBS-Dallas
2777 N Stemmons Fwy Suite 1000
Dallas, TX 75207

Debtor Cunningham, Donyeal; Cunningham, Floretta

Case number 24-42896-13

LV Tower 52 Condo
Hilton Grand Vacation
ATTN: Portfolio Services
6355 Metrowest Blvd
Orlando, FL 32835

MILITARY STAR
3911 S WALTON WALKER BLVD
DALLAS, TX 75236

NAVY FEDERAL CREDIT UNION
P.O. BOX 3700
MERRIFIELD, VA 22119

NAVY FEDERAL CREDIT UNION
P. O. BOX 3700
MERRIFIELD, VA 22119

NMAC
Attn: Bankruptcy
PO Box 660366
Dallas, TX 75266-0366

Norred Law, PLLC
Norred Law, PLLC
515 E. Border
Arlington, TX 76010

Perdue Brandon Fielder Collins and Mott LLP
500 E. Border #640
Arlington, TX 76010

Shellpoint (Home Equity Loan)
Attn: Bankruptcy 8742 Lucent Blvd.
Highlands Ranch, CO 80129

State Comptroller
Revenue Accounting Division
PO Box 13528
Austin, TX 78711

Syncb/ccdstr
Attn: Bankruptcy
PO Box 965060
Orlando, FL 32896-5060

Syncb/Pandora
Attn: Bankruptcy
PO Box 965060
Orlando, FL 32896-5060

Syncb/Rooms To Go
Attn: Bankruptcy
PO Box 965060
Orlando, FL 32896-5060

Synchrony Bank
PO Box 965064
Orlando, FL 32896-5060

SYNCHRONY BANK/ AMAZON STORE CARD
BANKRUPTCY DEPT, P. O. BOX 71783
PHILADELPHIA, PA 19176-1783

SYNCHRONY BANK/ DISCOUNT TIRE
ATTN: BANKRUPTCY DEPT., P. O. BOX 71783
PHILADELPHIA, PA 19176-1783

Synchrony Bank/Care Credit
Attn: Bankruptcy Dept
PO Box 965064
Orlando, FL 32896-5060

Synchrony Bank/HHGregg
Attn: Bankruptcy
PO Box 965060
Orlando, FL 32896-5060

Synchrony Bank/JCPenney
Attn: Bankruptcy
PO Box 965064
Orlando, FL 32896-5064

Synchrony Bank/Lowes
PO Box 965064
Orlando, FL 32896

SYNCHRONY BANK/LOWES
ATTN: BANKRUPTCY DEPT, P. O. BOX 71783
PHILADELPHIA, PA 19176-1783

Synchrony Bank/QVC
Attn: Bankruptcy
PO Box 965060
Orlando, FL 32896-5060

Synchrony/American Eagle
Attn: Bankruptcy
PO Box 965060
Orlando, FL 32896-5060

Synchrony/HSN
Attn: Bankruptcy
PO Box 965060
Orlando, FL 32896-5060

Tax Division-US Department of Justice
717 N. Harwood, Ste. 400
Dallas, TX 75201

Texas Alcoholic Bev. Comm.
Licenses and Permits Division
PO Box 13127
Austin, TX 78711

Texas Attorney General
BK-Collections Division
PO Box 12548
Austin, TX 78711

Texas Workforce Comm.
TEC Building-Bankruptcy
101 E. 15th Street
Austin, TX 78778

Debtor Cunningham, Donyeal; Cunningham, Floretta

Case number 24-42896-13

U Lifestyle Collection
9450 Sunset Drive
Miami, FL 33173

U. S. BANK
4325 17TH AVE
SOUTH FARGO, ND 58125

U.S. Attorney-North
3rd. Floor, 1100 Commerce St.
Dallas, TX 75242

U.S. Trustee
1100 Commerce St., Rm 976
Dallas, TX 75242

UNLIMITED VACATION CLUB
9450 SUNSET DRIVE
MIAMI, FL 33173

Unlimited Vacation Club
9450 Sunset Drive
Miami, FL 33173

Upstart Finance
Attn: Bankruptcy
PO Box 1503
San Carlos, CA 94070

US Bank/RMS
Attn: Bankruptcy
PO Box 5229
Cincinnati, OH 45201-5229

Us Bk Cacs
Cb Disputes
Saint Louis, MO 63166

USAA
P. O. BOX 65020
SAN ANTONIO, TX 78265-5020

USAA Federal Savings Bank
Attn: Bankruptcy 10750 McDermott Freeway
San Antonio, TX 78288-9876

Wells Fargo Bank NA
Attn: Bankruptcy 1 Home Campus MAC
X2303-01A
Des Moines, IA 50328

WELLS FARGO BANK/DILLARDS
P. O. BOX 393
MINNEAPOLIS, MN 55480

Wells Fargo Jewelry Advantage
Attn: Bankruptcy
PO Box 10438
Des Moines, IA 50306

Wendy Burgess-Tax Assessor
100 E. Weatherford Street
Fort Worth, TX 76196

WESTGATE LAKES
9500 TURKEY LAKE RD
ORLANDO, FL 32819

Westgate Lakes Resorts
9500 Turkey Lake Rd
32819

Norred Law, PLLC
 Norred Law, PLLC
 515 E. Border
 Arlington, TX 76010
 Bar Number: 24065212
 Phone: (817) 704-3984
 Email: clayton@norredlaw.com

**IN THE UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION**

Revised 10/1/2016

IN RE: **Cunningham, Donyeal** xxx-xx-1276 § CASE NO: 24-42896-13
 5601 Paradise Drive § Chapter 13
 Midlothian, TX 76065

Cunningham, Floretta xxx-xx-5106 §
 5601 Paradise Drive §
 Midlothian, TX 76065 §

 Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS

DATED: 11/18/2024

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount			\$2,696.46
Disbursements	First (1)	Second (2) (Other)	
Account Balance Reserve	\$5.00	\$5.00 carried forward	
Trustee Percentage Fee	\$264.09	\$269.65	
Filing Fee	\$0.00	\$0.00	
Noticing Fee	\$113.40	\$0.00	
Subtotal Expenses/Fees	\$382.49	\$269.65	
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$2,313.97	\$2,426.81	

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
FTWCCU	2020 GMC Acadia DENALI	\$26,550.36	\$15,375.00	1.25%	\$192.19
INFINITI FINANCE	2019 INFINITI Q50 3.0	\$21,735.07	\$13,500.00	1.25%	\$168.75
Total Adequate Protection Payments for Creditors Secured by Vehicles:					\$360.94

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Payments for Current Post-Petition Mortgage Payments (Conduit):					\$0.00

Debtor Cunningham, Donyeal; Cunningham, Floretta

Case number 24-42896-13

CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
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Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle: **\$0.00**

TOTAL PRE-CONFIRMATION PAYMENTS

First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$0.00**

Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$360.94**

Debtor's Attorney, per mo: **\$1,952.48**

Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$0.00**

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$0.00**

Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$360.94**

Debtor's Attorney, per mo: **\$797.52**

Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$0.00**

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 11/18/2024

/s/ Clayton L. Everett
Attorney for Debtor(s)